



**Second Amendment to
Solar Services Agreement C2015-20A**

Purchaser:		Seller:	
Name and Address	City of Tempe 20 East 6 th Street, Tempe, AZ 85281 Library 3500 South Rural Road, Tempe, AZ 85281 Attn: Michael Greene	Name and Address	SolarCity Corporation 3055 Clearview Way San Mateo, CA 94402 Attention: Legal Department
Phone	480-350-8516	Phone	(650) 638-1028
Fax	480-858-7701	Fax	(650) 560-6460
E-mail	Michael_Greene@tempe.gov	E-mail	Contracts@solarcity.com
Purchaser (check one)	<input checked="" type="checkbox"/> owns the Facility <input type="checkbox"/> leases the Facility		

This Second Amendment (the "Second Amendment") is to that certain Solar Services Agreement dated February 6, 2015, as amended August 27, 2015, (the "Agreement"), between SolarCity Corporation ("Seller") and City of Tempe (the "Purchaser") for the Library, is amended effective as of the date signed by Seller below (the "Effective Date") and is hereby amended as follows,

Exhibit 1, Finance Attachment, shall be replaced in its entirety with the attached Exhibit 1, Finance Attachment.

Exhibit 2, System Description, shall be replaced in its entirety with the attached Exhibit 2, System Description.

If a conflict or inconsistency arises between the provisions of this Second Amendment and the Agreement, the provisions of this Second Amendment shall prevail.

City of Tempe

Signature: _____

Printed Name: Mark W. Mitchell

Title: Mayor

Date: _____

SolarCity Corporation

Signature:  _____
COMMERCIAL

Printed Name: Lyndon Rive

Title: CEO

Date: 2/9/16

Exhibit 1
Finance Attachment

1. **Term:** Twenty (20) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** Up to Two (2) Additional Terms of Five (5) years each.
3. **Environmental Incentives and Environment Attributes.** Notwithstanding anything to the contrary in the Solar Services Agreement (including, without limitation, Sections 5, 6(a), and 16(a) of the General Terms and Conditions), the Environmental Incentives and Environment Attributes (but not the Tax Credits) accrue to Purchaser. Purchaser has, in turn, assigned payment of the Environmental Incentives to Seller.
4. **Prepayment:** Prepayment amount is \$16,600.00. Applicable tax will be applied at the time of invoice, the amount shown does not include tax. Prepayment is payable upon execution of this amendment.
5. **Contract Price:**

Year	Contract Price Per kWh
1	\$0.077
2	\$0.077
3	\$0.077
4	\$0.077
5	\$0.077
6	\$0.077
7	\$0.077
8	\$0.077
9	\$0.077
10	\$0.077
11	\$0.077
12	\$0.077
13	\$0.077
14	\$0.077
15	\$0.077
16	\$0.077
17	\$0.077
18	\$0.077
19	\$0.077
20	\$0.077

6. **Condition Satisfaction Date:** 180 days after the effective date
7. **Anticipated Commercial Operation Date:** 270 days after the effective date
8. **Outside Commercial Operation Date:** 365 days after the effective date
9. **Purchase Option Price**

End of Contract Year	Option Price*
6	\$1,143,636.84
10	\$1,037,041.67
20	Fair Market Value

* Higher of Fair Market Value of System or amount specified

10. Termination Value:

Contract Year	Termination Value
1	\$2,253,577.24
2	\$1,961,819.93
3	\$1,575,239.40
4	\$1,270,949.64
5	\$1,015,520.90
6	\$755,079.80
7	\$679,502.84
8	\$642,748.94
9	\$604,521.93
10	\$564,748.15
11	\$523,350.27
12	\$480,247.07
13	\$435,353.30
14	\$388,579.42
15	\$339,831.43
16	\$289,010.62
17	\$236,013.36
18	\$180,730.81
19	\$123,048.72
20	\$62,847.11

10. **Rebate Variance.** All prices in this Agreement are calculated based on an SRP rebate of \$0.0/kW and is subject to City of Tempe approval no later than 30 days after SRP incentive award. If the City of Tempe takes no action prior to the end of such 30 day period, the City of Tempe will be deemed to have approved all pricing in this Agreement. If the actual rebate is lower than calculated, prices will be adjusted pro-rata to reflect the actual rebate received, provided, however, that Purchaser shall have the right to terminate this Agreement if it does not accept the pro-rata adjustment.

Exhibit 2

System Description

1. **System Location:** 3500 South Rural Road, Tempe, AZ 85282 United States (MARICOPA County)
2. **System Size (DC kW):** 547.740 kW
3. **Expected First Year Energy Production:** 946,968 kWh
4. **Scope:** Solar project for Library
5. **Expected Module(s):**

QUANTITY	MAKE	MODEL	STC WATTS	PTC WATTS
2,148	Yingli	YL255P-30b	255.0 W	230.8 W

6. **Expected Inverter(s):**

QUANTITY	MAKE	MODEL	RATED POWER	EFFICIENCY
4	Fronius Symo	24.0-3 (480)	240 kW	98.0 %
13	Solectria Renewables	PVI23 TL-480	23 kW	98.0 %

7. **Expected Structure:** Solar shade structures located on parking garage and non-penetrating roof mounted system.



**Second Amendment to
Performance Guarantee & Limited Warranty Agreement
C2015-20.1A**

Purchaser:		Seller:	
Name and Address	City of Tempe 20 East 6 th Street, Tempe, AZ 85281 Library 809 E. Southern Ave, Tempe, AZ 85282 Attn: Michael Greene	Name and Address	SolarCity Corporation 3055 Clearview Way San Mateo, CA 94402 Attention: Contracts
Phone	480-350-8516	Phone	(650) 638-1028
Fax	480-858-7701	Fax	(650) 560-6460
E-mail	Michael_greene@tempe.gov	E-mail	contracts@solarcity.com

This Second Amendment (the "Second Amendment") is to that certain Performance Guarantee & Limited Warranty Agreement dated February 6, 2015, as amended on August 27, 2015, (collectively, the "Agreement"), between SolarCity Corporation ("Seller") and City of Tempe (the "Purchaser") and is amended effective as of the date signed by Seller below (the "Effective Date") and is hereby amended as follows,

Sections 2, C is replaced in its entirety with the following,

C. Guaranteed Annual kWh:

True Up Term Years	Guaranteed kWh
Year 1 (95%)	899,620
Year 2 (95%)	895,122
Year 3 (95%)	890,646
Year 4 (95%)	886,193
Year 5 (aggregate of years 1-5 @ 100%)	4,687,728
Year 6 (95%)	877,353
Year 7 (95%)	872,966
Year 8 (95%)	868,601
Year 9 (95%)	864,258
Year 10 (aggregate of years 6-10 @ 100%)	4,571,701
Year 11 (95%)	855,637
Year 12 (95%)	851,359
Year 13 (95%)	847,102
Year 14 (95%)	842,867
Year 15 (aggregate of years 11-15 @ 100%)	4,458,545
Year 16 (95%)	834,459
Year 17 (95%)	830,287
Year 18 (95%)	826,135
Year 19 (95%)	822,005
Year 20 (aggregate of years 16-20 @ 100%)	4,348,191

If a conflict or inconsistency arises between the provisions of the Second Amendment and the Agreement, the provisions of this Second Amendment shall prevail.

City of Tempe

SolarCity Corporation

Signature: _____

Signature:  _____
COMMERCIAL

Printed Name: Mark W. Mitchell

Printed Name: Lyndon Rive

Title: Mayor

Title: CEO

Date: _____

Date: 2/9/16



Second Amendment to Solar Services Agreement C2015-32

C2015-32A

Purchaser:		Seller:	
Name and Address	City of Tempe 20 East 6 th Street, Tempe, AZ 85281 Museum 809 E. Southern Avenue, Tempe, AZ 85282 Attn: Michael Greene	Name and Address	SolarCity Corporation 3055 Clearview Way San Mateo, CA 94402 Attention: Legal Department
Phone	(480) 350-8516	Phone	(650) 638-1028
Fax	(480) 858-7701	Fax	(650) 560-6460
E-mail	Michael_Greene@tempe.gov	E-mail	Contracts@solarcity.com
Purchaser (check one)	<input checked="" type="checkbox"/> owns the Facility <input type="checkbox"/> leases the Facility		

This Second Amendment (the "Second Amendment") is to that certain Solar Services Agreement dated February 9, 2015, as amended June 11, 2015 (collectively, the "Agreement"), between SolarCity Corporation ("Seller") and City of Tempe (the "Purchaser") for Museum is amended effective as of the date signed by Seller below (the "Effective Date") and is hereby amended as follows,

Exhibit 1, Finance Attachment, shall be replaced in its entirety with the attached Exhibit 1, Finance Attachment.

Exhibit 2, System Description, shall be replaced in its entirety with the attached Exhibit 2, System Description.

If a conflict or inconsistency arises between the provisions of this Second Amendment and the Agreement, the provisions of this Second Amendment shall prevail.

City of Tempe

SolarCity Corporation

Signature: _____

Signature:  _____
COMMERCIAL

Printed Name: Mark W. Mitchell

Printed Name: Lyndon Rive

Title: Mayor

Title: CEO

Date: _____

Date: 2/9/16

Exhibit 1
Finance Attachment

1. **Term:** Twenty (20) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** Up to Two (2) Additional Terms of Five (5) years each.
3. **Environmental Incentives and Environment Attributes.** Notwithstanding anything to the contrary in the Solar Services Agreement (including, without limitation, Sections 5, 6(a), and 16(a) of the General Terms and Conditions), the Environmental Incentives and Environmental Attributes (but not the Tax Credits) accrue to Purchaser. Purchaser has, in turn, assigned payment of the Environmental Incentives to Seller.
4. **Prepayment:** \$118,920.00, applicable tax will be applied at the time of invoice, the amount shown does not include tax.
5. **Contract Price:**

Year	Contract Price Per kWh
1	\$0.0731
2	\$0.0731
3	\$0.0731
4	\$0.0731
5	\$0.0731
6	\$0.0731
7	\$0.0731
8	\$0.0731
9	\$0.0731
10	\$0.0731
11	\$0.0731
12	\$0.0731
13	\$0.0731
14	\$0.0731
15	\$0.0731
16	\$0.0731
17	\$0.0731
18	\$0.0731
19	\$0.0731
20	\$0.0731

6. **Condition Satisfaction Date:** 180 days after the effective date
7. **Anticipated Commercial Operation Date:** 270 days after the effective date
8. **Outside Commercial Operation Date:** 365 days after the effective date
9. **Purchase Option Price**

End of Contract Year	Option Price*
6	\$485,251
10	\$437,072
20	Fair Market Value

*** Higher of Fair Market Value of System or amount specified**

10. Termination Value:

Contract Year	Termination Value
1	\$935,995
2	\$817,953
3	\$661,849
4	\$538,700
5	\$435,100
6	\$329,442
7	\$297,863
8	\$281,796
9	\$265,082
10	\$247,685
11	\$229,572
12	\$210,706
13	\$191,049
14	\$170,559
15	\$149,195
16	\$126,912
17	\$103,664
18	\$79,402
19	\$54,073
20	\$27,625

10. **Rebate Variance.** All prices in this Agreement are calculated based on an SRP rebate of \$0.00/kW and is subject to City of Tempe approval no later than 30 days after SRP incentive award. If the City of Tempe takes no action prior to the end of such 30 day period, the City of Tempe will be deemed to have approved all pricing in this Agreement. If the actual rebate is lower than calculated, prices will be adjusted pro-rata to reflect the actual rebate received, provided, however, that Purchaser shall have the right to terminate this Agreement if it does not accept the pro-rata adjustment.

Exhibit 2

System Description

1. **System Location:** 809 E. Southern Avenue, Tempe, AZ 85282 United States (MARICOPA County)

2. **System Size (DC kW):** 247.095 kW

3. **Expected First Year Energy Production:** 436,451 kWh

4. **Scope:** Solar project for Museum

5. **Expected Module(s):**

QUANTITY	MAKE	MODEL	STC WATTS	PTC WATTS
969	Yingli	YL255P-29b	255.0 W	230.8 W

6. **Expected Inverter(s):**

QUANTITY	MAKE	MODEL	RATED POWER	EFFICIENCY
9	Solectria Renewables	PVI 23TL 480V	23.00 kW	98.0 %

7. **Expected Structure:** Solar shade structures and non-penetrating roof mounted system



**Second Amendment to Performance Guarantee & Limited Warranty Agreement
C2015-32.1A**

Purchaser:		Seller:	
Name and Address	City of Tempe 20 East 6 th Street, Tempe, AZ 85281 Museum 809 E. Southern Ave, Tempe, AZ 85282 Attn: Michael Greene	Name and Address	SolarCity Corporation 3055 Clearview Way San Mateo, CA 94402 Attention: Contracts
Phone	(480) 350-8516	Phone	(650) 638-1028
Fax	(480) 858-7701	Fax	(650) 560-6460
E-mail	Michael_greene@tempe.gov	E-mail	contracts@solarcity.com

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Sections 2, C is replaced in its entirety with following,

C. Guaranteed Annual kWh:

True Up Term Years	Guaranteed kWh
Year 1 (95%)	414,628
Year 2 (95%)	412,555
Year 3 (95%)	410,493
Year 4 (95%)	408,440
Year 5 (aggregate of years 1-5 @ 100%)	2,160,541
Year 6 (95%)	404,366
Year 7 (95%)	402,344
Year 8 (95%)	400,332
Year 9 (95%)	398,331
Year 10 (aggregate of years 6-10 @ 100%)	2,107,065
Year 11 (95%)	394,357
Year 12 (95%)	392,386
Year 13 (95%)	390,424
Year 14 (95%)	388,471
Year 15 (aggregate of years 11-15 @ 100%)	2,054,913
Year 16 (95%)	384,596
Year 17 (95%)	382,674
Year 18 (95%)	380,760
Year 19 (95%)	378,856

Year 20 (aggregate of years 16-20 @ 100%)

2,004,051

If a conflict or inconsistency arises between the provisions of the Second Amendment and the Agreement, the provisions of this Second Amendment shall prevail.

City of Tempe

SolarCity Corporation

Signature: _____

Signature:  _____
COMMERCIAL

Printed Name: _____

Printed Name: Lyndon Rive

Title: _____

Title: CEO

Date: _____

Date: 2/9/16